



BENGALURU EAST CITY CORPORATION

REQUEST FOR PROPOSAL (RFP)

For

**Preparation of Detailed Project Report (DPR) for
“Smart Mobility Junction Improvement and Urban Beautification Works
along
Selected Arterial Roads and Sub-Arterial Roads in Mahadevapura
Zone,”**

**Executive Engineer,
TEC Division Zone 1,
Bengaluru East City Corporation,**

**Hoodi Main Road, Hoodi
Bengaluru -560 048**

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Section 1

Letter of Invitation

BENGALURU EAST CITY CORPORATION



Bengaluru East City Corporation

No: BECC/EE/TEC/Z-1/TN/ 07/2026-27

Office of the

Executive Engineer

Traffic Engineering Cell
Division Zone1
BECC Building 1st floor, Hoodi
Main Road,
Hoodi, Bengaluru-560048
e-Mail: tecbecc@gmail.com

Dated: 03.08.2026

INVITATION FOR TENDER (IFT) (Short Term Tender Notification Through Karnataka Public Procurement Portal only)

1. The Executive Engineer, TEC Division Zone-1, on behalf of the Commissioner, Bengaluru East City Corporation (BECC), invites Proposals (Technical and Financial) from eligible and experienced Consultants for appointment as Consultant for Preparation of a Detailed Project Report (DPR) for the work detailed below.
2. The detailed Objectives and Scope of the Assignment are as per this Request for Proposal (RFP) Document, which may be downloaded from the Government of Karnataka Public Procurement Portal (KPPP) (<https://kppp.karnataka.gov.in>) as per the prescribed Date and Time published on the Portal. Interested Consultants wishing to participate shall remit the online Transaction Fee for the RFP Document after registering on the Portal. The Transaction Fee is non-refundable.
3. Proposals must be submitted online through KPP portal on or before **17.08.2026 on 16:00 hours** and the opening of bids will be as per the KPP portal guidelines
4. Other details can be seen in the RFP document.

Sl. No.	Name of the Assignment	Estimated Cost of Project	EMD (Rs.)
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1	Preparation of Detailed Project Report (DPR) for “Smart Mobility Junction Improvement and Urban Beautification Works along Selected Arterial Roads and Sub-Arterial Roads in Mahadevapura Zone,” covering 10 (ten) identified junctions	Rs. 1,000.00 Lakhs (approx.)	37,500/-
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Calendar of Events

Event	Date / Time
Availability of RFP Document from	04.08.2026] onwards
Last Date for Receipt of Queries	07.08.2026], 17:00 hrs
Pre-Bid Meeting	07.08.2026], 15:30 hrs, Office of the Chief Engineer, Zone-1 Building, 1 st Floor, Old Madras Road, KR Puram Bengaluru-560036
Last Date for Submission of Proposals	17.08.2026], 16:00 hrs
Date of Opening of Technical Proposals	18.08.2026], 16:30 hrs
Date of Opening of Financial Proposals	After approval of Technical Evaluation, through KPP Portal

Notes

1. Participants shall upload signed and scanned copies of all Certificates pertaining to Eligibility Criteria, Essential Conditional Criteria and Financial Criteria. No physical documents shall be considered for evaluation. Participants shall produce all original documents for verification whenever necessary.
2. Financial Proposals of Consultants whose Technical Proposals do not satisfy the Eligibility Criteria will not be opened.
3. BECC reserves the right to reject any or all Proposals without incurring any liability or obligation to inform Consultants of the reasons for such action.
4. Consultants may obtain further information at the Office of the Executive Engineer, TEC Division Zone-1, BECC Building 1st Floor, Hoodi Main Road ,Hoodi, Bengaluru - 560048, on all working days during office hours.
5. Any corrigendum/addendum will be published in the KPP portal only

6. For details, registration and e-payment, visit from the Government of Karnataka Public Procurement Portal (KPPP) (<https://kppp.karnataka.gov.in>) or contact KPPP Help desk telephone numbers are: 080-22371090/22373788.

Sd/-
Executive Engineer
TEC Division ,Zone-1
Bengaluru East City
Corporation

Copy Submitted to:

1. Personnel Section of Hon'ble Administrator, Bengaluru East City Corporation to bring into the notice of the Hon'ble Administrator.
2. Hon'ble Commissioner, Bengaluru East City Corporation for kind information.
3. Additional Commissioner (Development) Bengaluru East City Corporation for kind information.
4. Chief Engineer (Zone-1 & 2), Bengaluru East City Corporation for kind information.
5. Superintending Engineer (Zone-1 & 2), Bengaluru East City Corporation for kind information.
6. DCIO with a Request to publish the same in the Greater Bengaluru Authority Website.
7. Public Relation Officer, Bengaluru East City Corporation to publish in two leading National Newspapers in Kannada and English and to publish the same at National Level.
8. Notice Board / Office Copy.

Engineer

Executive
TEC Division ,Zone 1
Bengaluru East City
Corporation

Section 2

Information to Consultants (ITC)

1.Introduction

- 1.1 The Employer named in the “Data Sheet” shall select a Firm among those who will submit the Proposals (Technical Proposal and Financial Proposal) for the Assignment mentioned in the Data Sheet, in accordance with the Method of Selection indicated in the Data Sheet.
- 1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet for Consulting Services required for the Assignment named in the Data Sheet. The Proposal will be the basis for Contract Negotiations and ultimately for a Signed Contract with the selected Consultant.
- 1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the Performance of the Consultant under each Phase must be to the Employer’s Satisfaction before Work begins on the next phase.
- 1.4 The Consultants must familiarize themselves with local conditions and take those conditions into account in preparing their Proposals. To obtain first hand information on the Assignment and on the Local Conditions, Consultants are encouraged to pay a visit to the Employer before submitting a proposal and to attend a Pre Proposal Conference if one is specified in the Data Sheet. Attending the Pre Proposal Conference is optional. The Consultants’ Representatives should contact the Officials named in the Data Sheet to arrange for their visit or to obtain Additional Information on the Pre Proposal Conference. Consultants should ensure that these Officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5 The Employer shall provide the Inputs specified in the Data Sheet, assist the Firm in obtaining Licenses and Permits needed to carry out the Services and make available relevant Project Data and Reports.
- 1.6 Please note that (i) the Costs of Preparing the Proposal and of Negotiating the Contract, including a visit to the Employer, are not reimbursable as a Direct Cost of the Assignment; and (ii) the Employer is not bound to accept any of the Proposals submitted.
- 1.7 The Executive Engineer, TEC Division Zone1, BECC expects the Consultant to provide Professional, Objective and Impartial Advice and at all time hold the Employer’s interests paramount, without any consideration for future work, and strictly avoid conflicts with other Assignments or his own Corporate Interests. The Consultant shall not be hired for any Assignment that would be in conflict with his prior or current Obligations to other Employers, or that may place him in

a position of not being able to carry out the assignment in the best interest of the Employer.

1.7.1 Without limitation on the generality of this rule, the Consultant shall not be hired under the circumstances set forth below.

a. A Firm which has been engaged by the Employer to provide goods or works for a project, and any of its affiliates, shall be disqualified from providing Consulting Services for the same project. Conversely, Firm hired to provide consulting services for the preparation or implementation of a project, and any of his affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

b. Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Consultants.

1.7.2 As pointed out in para 1.7.1 (a) above, the Consultant may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the Factors used for the Selection of the Consultant shall take the likelihood of continuation into account. It shall be the exclusive decision of the Employer whether or not to have the extended assignment carried out, and if it is carried out, which Consultant shall be hired for the purpose.

1.8 It is BECC's Policy to require that Consultants observe the highest standard of ethics during the execution of such Contracts. In pursuance of this Policy, the BECC

a. Defines, for the Purposes of this Provision, the Terms set forth below as follows.

i. "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution and

ii. "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BECC and includes collusive practices among Consultants (Prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive BECC of the benefits of free and open competition.

b. will reject a Proposal for Award if it determines that the Firm recommended for Award has engaged in Corrupt or Fraudulent Activities in competing for the Contract in question;

c. will declare a Firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK Financed Contract if it at any time determines that the

Firm has engaged in Corrupt or Fraudulent Practices in competing for, or in executing, a GOK Financed Contract and

d. will have the right to inspect Consultant's Accounts and Records relating to the Performance of the Contract and to have them audited by auditors appointed by GOK.

- 1.9 The Consultant shall not be under a Declaration of Ineligibility for Corrupt and Fraudulent Practices issued by GOK in accordance with the above sub para 1.8 (d).
- 1.10 The Consultant shall be aware of the Provisions on Fraud and Corruption stated in the Standard Contract under the Clauses indicated in the Data Sheet.

2. Clarification and Amendment of RFP Documents

- 2.1 The Consultant may request a Clarification of any Item of the RFP Document upto the number of days indicated in the Data Sheet before the Proposal Submission Date. Any request for clarification must be sent through KPP Portal. Employer's Response will be displayed in the KPP Portal including a Description of the Query but without identifying its Source.
- 2.2 At any time before the Submission of Proposals, the Employer may, for any reason, whether at its own initiative or in response to a Clarification requested by a Prospective Firm, modify the RFP Document by Amendment. Any Amendment shall be issued in writing through Addenda. Addenda shall be displayed in KPP Portal. The Employer may at its own discretion extend the Deadline for the Submission of Proposal.

3. Preparation of Proposal

- 3.1 The Consultants are requested to submit their Proposals (sub para 1.2) written in the Language(s) specified in the Data Sheet.

Technical Proposal

- 3.2 While preparing the Technical Proposal, the Consultants are expected to examine the Documents comprising this RFP in detail. Material Deficiencies in providing the Information requested may result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, the Consultants shall give particular attention to the following.
 - i. *If a firm considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this Assignment only with approval of the Employer as indicated in the Data Sheet. Consultants must obtain the approval of the Employer to enter into a Joint Venture with consultants not invited for this assignment*

- ii. For Assignments on a Staff -Time Basis, the estimated number of Key Professional Staff - Months is given in the Data Sheet. The Proposal shall, however, be based on the Number of Key Professional Staff - Months estimated by the Firm.
- iii. It is desirable that the Majority of the Key Professional Staff proposed be Permanent Employees of the Firm or has an extended and stable working relation with it.
- iv. Proposed Key Professional Staff shall at a minimum have the Experience indicated in the Data Sheet.
- v. Alternative Key Professional Staff shall not be proposed, and only one Curriculum Vita (CV) may be submitted for each position.
- vi. Reports to be furnished by the Consultants as part of this Assignment must be in the Language(s) specified in the Data Sheet. It is desirable that the Firm's Personnel have a Working Knowledge of the Employer's Official Language.

3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (**Section 3**).

- i. A Brief Description of the Consultant's Organization and an Outline of the Recent Experience on Assignments (**Section 3B**) of a similar nature. For each Assignment, the outline shall indicate, inter alia, the Profiles and Names of the Staff provided, Duration of the Assignment, Contract Amount and Firm's Involvement.
- ii. Any Comments or Suggestions on the Terms of Reference and on the Data, a List of Services and Facilities to be provided by the Employer (**Section 3C**).
- iii. A Description of the Methodology and Work Plan for Performing the Assignment (**Section 3D**).
- iv. The List of the proposed Staff Team, the Tasks that would be assigned to each Staff Team Member, and their Timing (**Section 3E**).
- v. CVs recently signed by the proposed Key Professional Staffs and the Authorized Representative submitting the Proposal (**Section 3F**). Key Information shall include number of years working for the Firm / Entity, and Degree of Responsibility held in various Assignments during the last ten years.
- vi. Estimates of the Total Staff Effort (Professional and Support Staff, Staff Time) shall be provided to carry out the Assignment, supported by Bar Chart Diagrams showing the time proposed for each Key Professional Staff Team Member (**Sections 3E and 3G**).
- vii. A Detailed Description of the Proposed Methodology, Staffing, Monitoring, Training, if the Data Sheet specifies Training as a Major Component of the Assignment.
- viii. Any Additional Information requested in the Data Sheet.

The Technical Proposal shall not include any Financial Information.

Financial Proposal

- 3.6 In preparing the Financial Proposal, the Consultants are expected to take into account the Requirements and Conditions of the RFP Document. The Financial Proposal shall follow Standard Forms (**Section 4**). It shall list all Costs associated with the Assignment, including (a) Remuneration for Staff and (b) Reimbursable such as Subsistence (per diem, housing), Transportation (national and local, for Mobilization and Demobilization), Services and Equipment (Vehicles, Office Equipment, Furniture and Supplies), Office Rent, Insurance, Printing of Documents, Surveys, and Training, if it is a Major Component of the Assignment. If appropriate, these Costs shall be broken down Activity wise.
- 3.7 The Consultants shall express the Price of their Services in Indian Rupees.
- 3.8 The Data Sheet indicates how long the Proposals must remain valid after the Submission Date. During this period, the Consultant is expected to keep available the Key Professional Staff proposed for the Assignment. The Employer shall make its best effort to complete Negotiations within this period. If the Employer wishes to extend the Validity Period of the Proposals, the Consultants who do not agree have the right not to extend the Validity of their Proposals.

4. Submission, Receipt and Opening of Proposals

- 4.1 The Electronic Tendering System for the Assignment comprises of (i) Technical Proposal and (ii) Financial Proposal. The Proposals must be electronically submitted (online through Internet) within the Date and Time published in KPP Portal.
- 4.2 The Proposals shall contain no Alterations or Additions, except those to comply with Instructions issued by the Employer that are duly incorporated.
- 4.3 Each Page uploaded pertaining to the Consultant's Eligibility Criteria, Essential Conditional Criteria, Financial Criteria Documents, etc. shall be duly signed and sealed by the Consultant or a Person or Persons duly authorised to sign on behalf of the Consultant. Such Authorisation shall be indicated by a Written Power – of – Attorney accompanying the Proposal. The Corrections, if any, shall be made by striking of and shall be initialed with date.
- 4.4 No Physical Documents shall be considered. All the Participants shall produce all the Original Documents for Verification whenever necessary.
- 4.5 Any Consultancy Firm / Company trying to submit the Proposal after Deadline will not be accepted in KPP Portal.
- 4.6 Financial Proposals will not be opened until Technical Evaluation has been completed and the Result approved and notified to all Consultants.
- 4.7 **Earnest Money Deposit**
 - 4.7.1 The Consultant shall furnish, as part of his Proposal, Earnest Money Deposit (EMD) in the amount as specified in KPP Portal along with the Technical Proposal using any of the following modes.

- Credit Card.
 - Direct Debit.
 - National Electronic Fund Transfer (NEFT).
 - Over the Counter (OTC).
- 4.7.2 EMD Amount shall be submitted by the Consultants taking into account of the following Conditions.
- a. EMD will be accepted only in the form of Electronic Cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's Central Pooling Account at ICICI Bank until the Work is awarded.
 - b. The Consultant's Proposal will be evaluated only on Confirmation of Receipt of the Payment of EMD as indicated in Sub Clauses 4.7.1, 4.7.2 a.
- 4.7.3 Any Proposal not accompanied by an acceptable EMD as indicated in Sub Clause 4.7.1 and 4.7.2 above shall be rejected by the Employer as Non-Responsive.
- 4.7.4 The Earnest Money Deposit of the Unsuccessful Consultants will be returned within 45 days of the end of the Proposal Validity Period as specified in the Data Sheet.
- 4.7.5 The Earnest Money Deposit of the Successful Consultant will be discharged only when the Consultant has signed the Agreement and furnished the required Performance Security.
- 4.7.6 The Earnest Money Deposit may be forfeited
- a. If the Consultant withdraws the Proposal after Proposal Opening during the Period of Proposal Validity;
 - b. If the Consultant does not accept the Correction of the Price, pursuant to Clause 5.6; or
 - c. In the case of a successful Consultant, if the Consultant fails within the specified time limit to
 - i. Sign the Agreement; or
 - ii. Furnish the required Performance Security.
- 4.8 The Last Date and Time including Hours, Minutes and Seconds for Submission of the Proposal will be mentioned in the Portal. The Proposal will disappear automatically immediately after the Time of Submission is elapsed.
- 4.9 Consultant may modify Contents of their Technical Proposal or Financial Proposal before the Deadline for Proposal Submission mentioned in the Portal.
- 4.10 Consultant may withdraw their Proposals by cancelling his Proposal on the Portal only before the Deadline for Proposal Submission mentioned in the Portal.
- 4.11 No Proposal may be modified and withdrawn after the Deadline for Submission of Proposal.

5. Proposal Evaluation

General

- 5.1 From the time the Proposals are opened to the time the Contract is awarded, if any Consultant wishes to contact the Employer on any matter related to its Proposal, it shall do so in writing at the Address indicated in the Data Sheet. Any effort by the Firm to influence the Employer in the Employer's Proposal Evaluation, Proposal Comparison or Contract Award Decisions may result in the Rejection of the Consultant's proposal.
- 5.2 Evaluators of Technical Proposal shall have no access to the Financial Proposal until the Technical Evaluation, including its Approval by the Competent Authority is obtained.

Evaluation of Technical Proposals

- 5.3 The Evaluation Committee appointed by the Employer as a whole and each of its Members individually evaluates the Proposals on the Basis of their Responsiveness to the Terms of Reference, applying the Evaluation Criteria, Sub Criteria (typically not more than three per criteria) and Point System specified in the Data Sheet. Each Responsive Proposal shall be given a Technical Score (TS). A Proposal shall be rejected at this stage if it does not respond to Important Aspects of the Terms of Reference or if it fails to achieve the minimum Technical Score indicated in the Data Sheet.

The Technical Proposals of only the Consultants satisfying the following Qualification Criteria will be evaluated.

- a) Achieved at least in any two Financial Years a minimum annual Financial Turnover (in all classes of Civil Engineering Consultation Works only) of Rs.15.00 Lakhs. In support of this, the Consultant shall furnish the Audited Balance Sheets along with the Technical Proposal.**
- b) The Consultancy Firm / Company should have been involved in the Civil Engineering Consultancy/Urban Landscape/Junction Improvement i.e Design, Proof Checking, preparation of detailed Project report of similar Works in Urban Roads for last 5 years as a prime consultant. In support of this, the Consultant shall furnish a Certificate duly certified by the Competent Authority of Rank not below the Executive Engineer.**
- c) Executed and completed successfully Detailed Project Report Work including Estimation, Urban Planning and Design, Urban Landscape/Junction Improvement, Proof Checking of Designs and Drawings as prime consultant for similar type of works in urban roads costing not less than Rs 800.00 Lakhs successfully completed. In support of this, the Consultant shall furnish a Certificate duly certified by the Competent Authority of Rank not below the Executive Engineer. RFP documents submitted without the requisite Certificate issued by the competent authority will be summarily rejected.**
- d) Consultants must have Key professional required (as detailed in Terms of Reference) having experience in construction supervision of**

works to be deployed exclusively for this consultancy contract. The employer or competent authority shall furnish the CVs of the personnel and the availability of the personnel for the project till completion of the assignment.

Public Opening and Evaluation of Financial Proposals, Ranking

- 5.4 After the Evaluation of all the Technical Proposals are completed, the Employer shall display in the KPP Portal Website the Name of those Consultants whose Proposals did not meet the minimum Qualifying Mark or were considered Non Responsive to the RFP and Terms of Reference, indicating that their Financial Proposals shall not be opened. The Employer shall simultaneously display in the KPP Portal Website the Names of the Consultants that have secured the minimum Qualifying Mark.
- 5.5 The Financial Proposal shall be opened publicly in the presence of the Consultants' Representatives who choose to attend. The Name of the Consultant, the Technical Scores and the proposed Prices shall be read aloud and recorded when the Financial Proposals are opened. The Employer shall prepare Minutes of the Public Opening.
- 5.6 The Evaluation Committee will determine whether the Financial Proposals are complete, (i.e. whether they have costed all Items of the corresponding Technical Proposals, if not, the Employer will cost them and add their cost to the initial price), correct any Computational Errors.
- 5.7 The Employer will select the Lowest Proposal ('evaluated' price) among those that have passed the Minimum Technical Score. The selected Consultant shall be invited for Negotiations.

6. Negotiations

- 6.1 Negotiations will be held at the Address indicated in the Data Sheet. The aim is to reach an Agreement on all Points and sign a Contract.
- 6.2 Negotiations will include a Discussion of the Technical Proposal, the Proposed Methodology (Work Plan), Staffing and any Suggestions made by the Firm to improve the Terms of Reference. The Employer and Consultant will then work out Final Term of Reference, Staffing and Bar Charts indicating Activities, Staff, Periods in the Field and in the Home Office, Staff Months, Logistics, and Reporting. The Agreed Work Plan and Final Terms of Reference shall then be incorporated in the "Description of Services" and form part of the Contract. Special Attention shall be paid to get the most the Consultant can offer within the available budget and to clearly defining the Inputs required from the Employer to ensure satisfactory implementation of the Assignment.
- 6.3 Unless there are Exceptional Reasons, the Financial Negotiations shall involve neither the Remuneration Rates for Staff (no Breakdown of Fee) nor other Proposed Unit Rates.
- 6.4 Having selected the Consultant on the basis of, among other things, an Evaluation of Proposed Key Professional Staff, the Employer expects to negotiate

a Contract on the basis of the Experts named in the Proposal. Before Contract Negotiations, the Employer shall require Controls that the Experts shall be actually available. The Employer shall not consider Substitutions during Contract Negotiations unless both Parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the Objectives of the Assignment. If this is not the case and if it is established that Key Staff offered in the Proposal was without confirming their availability, the Consultant may be disqualified.

- 6.5 The Negotiation will conclude with a Review of the Draft Form of the Contract. To complete Negotiation, the Employer and the Consultant shall initial the Agreed Contract. If Negotiations fail and if it is concluded that a Contract with Reasonable Terms cannot be concluded with this Consultant, the Employer shall invite the Firm who has quoted the Second Lowest Price for Negotiations. The Process shall be repeated till an Agreed Contract is concluded.

7. Award of Contract

- 7.1 The Contract will be awarded following Negotiations. After Negotiations are completed, the Employer will promptly notify other Consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those Consultants who did not pass the Technical Evaluation (sub para 5.3).
- 7.2 The Consultant is expected to commence the Assignment on the Date and at the Location specified in the Data Sheet.

8. Confidentiality

- 8.1 Information related to Evaluation of Proposals and Recommendations concerning Awards shall not be disclosed to the Consultants who submitted the Proposals or to other Persons not officially concerned with the Process, until the successful Consultant has been notified that it has been awarded the Contract.

9. Performance Security

- 9.1 Within 7 days of Receipt of the Letter of Acceptance, the Successful Consultant shall deliver to the Employer a Security Deposit in any of the forms given below for an Amount equivalent to 5% of the Contract Price.
- Banker's Cheque/ Demand Draft / Pay Order in favour of "The Commissioner", Bengaluru East City Corporation payable at Bengaluru or
 - A Bank Guarantee in the Form given in Appendix F.
 - Fixed Deposit Receipt (FDR) pledged in the name of "The Commissioner", Bengaluru East City Corporation, Bengaluru.
- 9.2 If the Security Deposit is provided by the Successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized / Scheduled Bank.
- 9.3 The Security Deposit if furnished in Demand Draft can, if requested, be converted to Interest Bearing Securities at the Cost of the Consultant.
- 9.4 Failure of the Successful Consultant to comply with the Requirements of Sub Clause 9.1 shall constitute Sufficient Grounds for Cancellation of the Award and Forfeiture of the Earnest Money Deposit.

10. Conflict of Interest

Conflict of Interest for a Consultant is defined as

- 10.1 The Team Members of the Consultant should not have been employed (as an Employee) by any City or State Level Government Agency during the last 5 years preceding this Contract in Karnataka.
- 10.2 Any Consultant black listed or debarred by the Government of India / any State government / any other Organisations would not be eligible for Appointment as Consultant.

Data Sheet - Information to Consultants

- 1.1 Employer: **The Commissioner, Bengaluru East City Corporation (BECC), Bengaluru.**

Method of Selection: **Quality and Cost Based Selection (QCBS).**

- ☐ Technical Weightage: **80%**
- ☐ Financial Weightage: **20%**
- ☐ Minimum Technical Score: **75 Marks**

- 1.2 A Technical Proposal and a Financial Proposal are requested: **Yes.**

Name, Objectives and Description of the Assignment: **“Providing Consultancy Services for Preparation of a Detailed Project Report (DPR) for Smart Mobility Junction Improvement and Urban Beautification Works along Selected Arterial Roads and Sub-Arterial Roads in Mahadevapura Zone”, covering the 10 junctions** listed in the Terms of Reference (Section 5).

- 1.3 The Assignment is phased: **No.**

- 1.4 A Pre-Proposal Meeting will be held: **Yes**, at the Office of the Chief Engineer, Zone-1, BECC Building 1st Floor, Old Madras Road KR Puram Bengaluru-560036.

Official to contact: Executive Engineer, TEC Division Zone-1, BECC Building Hoodi Main Road, Hoodi Bengaluru-560048

- 1.5 The Employer shall provide: available records / locations of the identified junctions, right-of-way details, and such other Project data as are available with the employer.

- 1.6 The Employer envisages the need for continuity for any Downstream Work: **No.**

- 1.7 Clauses on Fraud and Corruption in the Contract: **Sub-clause 2.7.1 of the General Conditions of Contract.**

- 2.1 Clarifications may be requested up to one day prior to the Pre-Proposal Meeting, through KPP Portal only.

- 3.1 Proposals should be submitted in: **English.**

- 3.3 Estimated Number of Key Professional Staff Months required for the Assignment is to be furnished by Consultant based on the Scope of Work.

- i. The Minimum Required Experience of Proposed Key Professional Staff is:

- ❖ Team Leader cum Planning Engineer: Civil Engineering Graduate with 10 years of experience in Similar Field.
- ❖ Urban Designer / Landscape Architect: Graduate in Urban

Design / Landscape Architecture: 7 years' Experience in Similar Field with Graduation in Civil Engineering.

- ❖ Traffic & Road Safety Engineer: Civil Engineering Graduate, 5 years' experience.
- ❖ Structural / Utility Engineer: Civil Engineering Graduate, 5 years' experience.
- ❖ Surveyor: 5 years' experience in topographical surveys.
- ❖ Site Engineer: 5 years Experience in Similar Field with Graduation / Diploma in Civil Engineering.

ii. Reports which are part of the Assignment must be written in: **English.**

3.4 Training is an important feature of this Assignment: **No.**

Additional information in Technical Proposal: **Nil.**

3.5 Proposals must remain valid for 90 days after the Proposal Submission Date.

4.1 Address for correspondence: Executive Engineer, TEC Division Zone 1, BECC Building Hoodi Main Road Hoodi, Bengaluru-560048

5.1 Points for each Evaluation Criterion:

- | | | |
|-----|--|-----------|
| i | Specific experience of the Consultant related to junction improvement / urban design assignments of similar nature in the last 5 years | 15 points |
| ii | Site appreciation and understanding of the assignment | 05 points |
| iii | Equipment, software and survey methodology proposed | 05 points |
| iv | Qualification and relevant experience of Key Professional Staff | 50 points |
| V | Task assignment, manning schedule and work plan | 20 points |
| vi | Local office / presence in Bengaluru | 05 points |

Total

100 Points

The Numbers of Points to be given for Qualifications and Competence of the Key Professional Staffs for the Assignment are

- | | | |
|----|---|-----------|
| I | General Qualification | 15 Points |
| | • Educational Qualification | |
| | • Experience in Civil Consultancy Field | |
| | • Experience in urban design assignments | |
| II | Adequacy for the Project | 30 Points |
| | • Experience in preparing of DPRs in Urban Conditions | |

III	Experience in Region and Language	05 Points
	• Knowledge in Kannada and English Language	
	Total	50 Points

Minimum Technical Score required to qualify: 75 points.

- 6.1 The Assignment is expected to commence immediately upon issue of the Letter of Award.

SECTION 3

TECHNICAL PROPOSAL - STANDARD FORMS

- 3A. Technical Proposal Submission Form.
- 3B. Consultant's References.
- 3C. Comments and Suggestions on the Terms of Reference and on Data, Services and Facilities to be provided by the Employer.
- 3D. Description of the Methodology and Work Plan for Performing the Assignment.
- 3E. Team Composition and Task Assignments.
- 3F. Format of Curriculum Vitae of Proposed Key Professional Staff.
- 3G. Time Schedule for Professional Personnel.
- 3H. Activity (Work) Schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

From: (Name of Consultant)
Employer)

To: (Name and Address of

Dear Sir,

Subject: "Consultancy Services for Preparation of DPR for Smart Mobility Junction Improvement and Urban Beautification Works along Selected Arterial Roads and Sub-Arterial Roads in Mahadevapura Zone, " – Technical Proposal.

We, the undersigned, offer to provide the Consulting Services for the above Work in accordance with your Request for Proposal dated [*Date*], and our Proposal. We are hereby submitting our Proposals, which include this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the Period of Validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the Proposed Staff. Our Proposal is binding upon us and subject to the Modifications resulting from Contract Negotiations.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:

3B. CONSULTANT'S REFERENCES

Relevant Services carried out in the Last Five Years That best illustrate Qualifications

Using the Format below, provide Information on each Reference Assignment for which your Firm / Entity, either individually as a Corporate Entity or as one of the Major Companies within an Association, was legally contracted.

Assignment Name:	Country:
Location within Country:	Key Professional Staff provided by Your Firm / Entity (profiles):
Name of Employer:	No. of Staff:
Address:	No. of Staff Months, Duration of Assignment:
Start Date (Month / Year):	Completion Date (Month / Year):
	Approx. Value of Services (Rs.):
Name of Associated Consultants, if any:	No. of Months of Key Professional Staffs provided by Associated Consultants:
Name of Senior Staff (Project Director / Coordinator, Team Leader) involved and Functions performed:	
Narrative Description of Project:	
Description of Actual Services Provided by Your Staff:	

Consultant's Name: _____

Outline of the recent experience on assignments of similar nature of work:

S I N o	Na me of ass ign me nt	Na me of proj ect	Cost of the proj ect	Clie nt	Cost of assig nmen t	Date of commenc ement	Date of comple tion	Was assignmen t satisfactor ily completed	Was this opene d to traffic	Certificate duly certified by the Competent Authority of Rank not below the Executive Engineer enclosed or not

**3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF
REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED
BY THE EMPLOYER**

On the Terms of Reference

- 1.
- 2.
- 3.
- 4.
- 5.

On the Data, Services and Facilities to be provided by the Employer

- 1.
- 2.
- 3.
- 4.
- 5.

Consultant's Name: _____

**3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE
ASSIGNMENT**

Consultant's Name: _____

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical / Managerial Staff

Sl. No.	Name	Position	Task
1.			
2.			
3.			
4.			
..			
..			

2. Support Staff

Sl. No.	Name	Position	Task
1.			
2.			
3.			
4.			
..			
..			

Consultant's Name: _____

3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position:
Name of the Consultant:
Name of Staff:
Profession:
Date of Birth:
Years with Firm / Entity: Nationality:
Membership in Professional Societies:
Detailed Tasks Assigned:

Key Qualifications:

[Give an Outline of Staff Member's Experience and Training most pertinent to Tasks on Assignment. Describe Degree of Responsibility held by Staff Member on Relevant Previous Assignments and give Dates and Locations. Use about half a page.]

Education:

[Summarize College / University and other Specialized Education of Staff member giving names of Schools, Dates attended, and Degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with Present Position, list in reverse order every employment held. List all Positions held by Staff Member since Graduation, giving Dates, Names of Employing Organizations, Titles of Positions held, and Locations of Assignments. For experience in last five years, also give Types of Activities performed and Employer References, where appropriate. Use about two pages.]

Languages:

[For each Language indicate Proficiency: Excellent, Good, Fair, or Poor, in Speaking, Reading and Writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these Data correctly describe me, my qualifications, and my experience.

[Signature of Staff Member and authorized Representative of the Consultant]

Date: Day / Month / Year

Full Name of Staff Member:

Full Name of Authorized Representative:

Consultant's Name: _____

3G. TIME SCHEDULE FOR PROFFESIONAL PERSONNEL

Sl. No.	Name	Position	Reports Due/Activities	Months (in the form of a Bar Chart)*												Number of Months
				1	2	3	4	5	6	7	8	9	10	11	12	
1.																Sub total (1)
2.																Sub total (2)
3.																Sub total (3)
4.																Sub total (4)

Full time: _____

Part time: _____

Reports Due: _____

Activities Duration: _____

Signature: _____

 * The Schedule should be for the Period of Completion of Assignment
 Representative)

(Authorized

FullName: _____

Title: _____

Address: _____

3H. ACTIVITY (WORKS) SCHEDULE

A. Field Investigation and Study Items:

Sl. No.	Item of Activity (Work)	Month wise Program (in form of Bar Chart) ⁺⁺ [1 st , 2 nd , etc. are from the Start of Assignment]											
		1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th
													
													
													
													
													

⁺⁺ The Program should be Period of Completion of Assignment.

B. Completion and Submission of Reports

Reports*	Programme: (Date)
1. Inception Report	
2. Interim Progress Report • Fortnight Report • Monthly Report	
3. Draft Report	
4. Final Completion Report	

***Modify as required for the Assignment**

SECTION 4

FINANCIAL PROPOSAL - STANDARD FORMS

4A. Financial Proposal Submission Form

4B. Summary of Costs

4C. Breakdown of Costs

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

From: (Name of Consultant)

To: (Name and Address of Employer)

Dear Sir

Subject: “Consultancy Services for Preparation of DPR for Smart Mobility Junction Improvement and Urban Beautification Works along Selected Arterial Roads and Sub-Arterial Roads in Mahadevapura Zone, ” - Financial Proposal.

We, the undersigned, offer to provide the Consulting Services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [*Amount in Words and Figures*].

Our Financial Proposal shall be binding upon us subject to the Modifications resulting from Contract Negotiations, up to expiration of the Validity Period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if the award to us, in executing) the above Contract, we will strictly observe the Laws against Fraud and Corruption in force in India namely “Prevention of Corruption Act 1988”.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely

Authorized Signature:
Name and Title of Signatory:
Name of the Consultant:
Address:

4B. SUMMARY OF COSTS

Sl. No.	Description [@]	Amount (Rupees)
1.	Renumeration for Key Professional Staff	
2.	Supporting Staff	
3.	Transportation	
4.	Duty Travel to Site	
5.	Office Rent	
6.	Office Supplies, Utilities and Communication	
7.	Office Furniture and Equipment	
8.	Reports and Document Printing	
9.	Surveys	
	Total Cost	
	GST / Applicable Taxes	
	Total Cost (Including Taxes)	

Note: The Ceiling Cost of the Consultancy is as shown in the Summary of Costs. Payments will be made as per Stipulations of the Special Conditions of Contract. The Breakup of Cost as given in Format 4C is to facilitate Assessment of Reasonableness of Costs and conducting Negotiations in accordance with Clause 6 of the Information to Consultants.

[@] Modify the Items as appropriate for the Consultancy Assignment.

4C. BREAKDOWN OF COSTS (Rs.)**I. REMUNERATION FOR STAFF**

Sl. No.	Position	Name	Rate* (Rs.)	SM	Amount (Rs.)
	<u>Key Professional Staff</u>				
1.					
2.					
3.					
4.					
5.					
6.					
	Sub Total				
	<u>Sub Key Professional Staff</u>				
1.					
2.					
3.					
4.					
5.					
	Sub Total				
	Total				

*SM - Staff Month***II. REMUNERATION FOR SUPPORT STAFF**

Sl. No.	Position	Name	Rate* (Rs.)	SM	Amount (Rs.)
1.					
2.					
3.					
4.					
				Total	

SM - Staff Month

* Provide the Break up of the Rates to show the Basic Salary, Social Costs and Overhead.

III. Transportation (Reimbursable) #

Total:

IV. Duty Travel to Site (Reimbursable) #

Total:

V. Office Rent (Reimbursable) #

Total:

Prepare Details as Appropriate for the Consultancy Assignment.

VI. Office Supplies, Utilities and Communication (Reimbursable)

Sl. No.	Item*	Months	Monthly Rate (Rs.)	Amount (Rs.)
1.				
2.				
3.				
4.				

Total

* Prepare Details as Appropriate for the Consultancy Assignment.

VII. Office Furniture and Equipment (Reimbursable)

Sl. No.	Description*	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
1.	Office Furniture (Purchase)				
2.					
3.					
4.					
5.					
6.					
1.	Office Equipment (Purchase)				
2.					
3.					
4.					
5.					
6.					
				Total	

* Prepare Details as Appropriate for the Consultancy Assignment.

VIII. Reports and Document Printing

Sl. No.	Description*	Number	No. of Copies	Rate per Copy (Rs.)	Amount (Rs.)
1.					
2.					
3.					
4.					
5.					
				Total	

IX. Topographical Surveys (if any)*

* Prepare Details as Appropriate for the Consultancy Assignment.

SECTION 5

TERMS OF REFERENCE (TOR)

5.1 Background

Mahadevapura Area is one of the most rapidly developing areas of Bengaluru, home to significant Information Technology corridors, educational institutions, residential complexes and a high volume of mixed traffic. Several junctions along the Zone's arterial and sub-arterial roads experience heavy traffic congestion, unsafe pedestrian conditions, undisciplined lane usage, and delays in vehicular movement, on account of high traffic density, poorly channelised junction geometry, inadequate pedestrian safety infrastructure, and inconsistent road markings and signage.

Bengaluru East City Corporation (BECC) has accordingly proposed to undertake "Smart Mobility Junction Improvement and Urban Beautification Works along Selected Arterial Roads and Sub-Arterial Roads in Mahadevapura Zone," aimed at streamlining traffic movement, facilitating smoother vehicular flow, enhancing pedestrian safety, and improving urban aesthetics at the identified junctions.

5.2 Junctions Covered under the Assignment

The Assignment covers the following 10 (ten) junctions identified along the arterial and sub-arterial roads of Mahadevapura Zone:

Sl. No.	Junction	GPS Coordinates
1	Hopefarm Junction	12.983784, 77.752464
2	Varthur – Gunjur Junction	12.925179, 77.737126
3	Kundanahalli Underpass Junction	12.955955, 77.714799
4	Vydehi College Junction	12.976540, 77.727194
5	New Horizon College Junction	12.931278, 77.695047
6	Hoodi Circle	12.992179, 77.715791
7	ITPL Main Road Junction	12.988215, 77.731770
8	Whitefield Main Road – Borewell Road Junction	12.967816, 77.749517
9	Kadubisanahalli Junction	12.939466, 77.695317
10	Doddakannelli Junction	12.907266,

		77.695605
--	--	-----------

5.3 Objectives

The main objectives of this Assignment are to:

- Streamline traffic movement and improve the level of service at each of the identified junctions;
- Facilitate smoother, safer and more efficient vehicular movement along the selected arterial and sub-arterial roads;
- Enhance pedestrian safety through appropriate crossing facilities, footpaths, signage and traffic-calming measures;
- Improve urban aesthetics and street identity through urban beautification and landscaping interventions; and
- Prepare a comprehensive, implementable Detailed Project Report (DPR), including designs, drawings, cost estimates and tender documents, to enable time-bound execution of the Works.

5.4 Broad Scope of Work

The Consultant's Scope of Services shall consist of, but not necessarily be limited to, the following:

1. Site inspection and data collection at each of the 10 identified junctions, including collection of existing drawings, land records, right-of-way details and utility records available with and other agencies.
2. Traffic studies and junction analysis, including classified traffic volume counts, turning-movement counts, saturation flow studies, origin-destination surveys where relevant, and identification of peak-hour conditions and conflict points at each junction.
3. Topographical survey of each junction and its approach roads, including preparation of contour plans and cross-sections to the extent required for design.
4. Utility mapping of existing overhead and underground utilities (water supply, sewerage, storm-water drains, power, telecom, gas, etc.) at each junction and along the approach roads, in coordination with the respective utility-owning agencies.
5. Preparation of junction improvement designs, including channelisation, geometric design, signal / signage design where required, lane markings, medians, and any other traffic engineering measures needed to streamline movement and reduce congestion.
6. Preparation of urban beautification and landscape proposals for each junction and its immediate surroundings, including footpaths, planters, street furniture, decorative lighting and other streetscape elements, consistent with GBA's urban design guidelines.
7. Planning of pedestrian safety and road safety measures, including pedestrian crossings, refuge islands, footpaths, tactile paving where

applicable, signage, and other measures to reduce accident risk at each junction.

8. Preparation of detailed estimates, technical drawings and tender documents for the identified improvement works, in accordance with applicable Schedule of Rates and specifications.
9. Preparation of a phased implementation plan and recommendations for sequencing of works across the 10 junctions, having regard to traffic disruption, utility shifting requirements and construction logistics.
10. Preparation and submission of the Detailed Project Report (DPR), incorporating all of the above, for approval by BECC.
11. Preparation and submission of the Tender document of said work, incorporating all of the above, for approval by BECC

5.5 Reports and Time Schedule

The Consultant shall submit Reports in both hard and soft copies, in English, in MS Word / MS Excel / AutoCAD / GIS format as appropriate, on Metric A4 / A1 size paper as relevant, and shall present each Report to BECC through an audio-visual presentation when requested.

Sl. No.	Description	Submission Timeline from Commencement	No. of Copies
1	Inception Report (methodology, work plan, mobilisation status)	1 week	5
2	Traffic Studies, Topographical Survey and Utility Mapping Report (all 10 junctions)	2 weeks	5
3	Draft Junction Improvement and Urban Beautification Designs	2 weeks	5
4	Draft DPR (designs, estimates, drawings, phased implementation plan)	2 weeks	5
5	Final DPR, including tender documents, incorporating 's comments	1 week	5 (hard) + soft copy

[Note: The above timeline is indicative and shall be finalised during Contract Negotiations, having regard to the overall Assignment duration proposed by the Consultant.]

5.6 Key Staff Requirement

It is expected that the Consultant's Team shall consist, at minimum, of the following Key Staff:

- Team Leader cum Traffic / Transportation Planning Engineer – 1 No.
- Urban Designer / Landscape Architect – 1 No.

- Traffic & Road Safety Engineer – 1 No.
- Structural / Utility Engineer – 1 No.
- Surveyor – 1 No.
- Site Engineer-4 No.

These Key Persons shall be adequately supported by the following staff based at the Consultant's Office:

- Project Coordinator – 1 No.
- Quantity and Estimation Engineer – 1 No.
- CAD / GIS Draftsperson – 2 Nos.
- Field Surveyor – 2 Nos.

5.7 Reviews

The Executive Engineer, -TEC Division Zone1 BECC, shall make periodic reviews of the progress of the Work. The Consultant shall also produce working papers on important issues as required by the Executive Engineer.

5.8 Study Administration

The Executive Engineer, -TEC Division Zone1 BECC, shall function as the Study Contract Coordinator to oversee the Assignment and shall be the principal point of contact on behalf of Bengaluru East City Corporation.

SECTION 6

CONTRACT FOR CONSULTANT'S SERVICES

Between

**Executive Engineer
TEC Division Zone1, BECC**

[Name of the Employer]

and

[Name of Consultants]

Date:

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I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 200____, between, on the one hand, _____ (hereinafter called the "Employer") and, on the other hand, _____ (hereinafter called the "Consultants").

[*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows:

".....(hereinafter called the "Employer") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Consultants' obligations under this Contract, namely, _____ and _____ (hereinafter called the "Consultants.")"]

WHEREAS

- a. The Employer has requested Consultant to provide certain Consulting Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services").
- b. The Consultant, having represented to the Employer that they have the required Professional Skills, and Personnel and Technical Resources, have agreed to provide the Services on the Terms and Conditions set forth in this Contract.

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following Documents attached hereto shall be deemed to form an Integral Part of this Contract.
 - a. The General Conditions of Contract (hereinafter called "GC");
 - b. The Special Conditions of contract (hereinafter called "SC");
 - c. The following Appendices:
 - Appendix A: Description of the Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Sub consultants
 - Appendix D: Services and Facilities to be provided by the Employer
 - Appendix E: Breakdown of Contract Price
 - Appendix F: Form of bank Guarantee for Advance payments

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the Sheet attached hereto carrying the title of that Appendix.]

2. The Mutual Rights and Obligations of the Employer and the Consultant shall be as set forth in the Contract, in particular:
 - a. The Consultant shall carry out the Services in accordance with the Provisions of the Contract; and
 - b. The Employer shall make Payments to the Consultant in accordance with the Provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their Respective Names as of the day and year first above written.

FOR AND ON BEHALF OF

[NAME OF EMPLOYER]

By

(Authorized Representative)

FOR AND ON BEHALF OF

[NAME OF CONSULTANT]

By

(Authorized Representative)

II. GENERAL CONDITIONS OF CONTRACT

1.0 GENERAL PROVISIONS

1.1 Definitions

Unless the Context otherwise requires, the following Terms whenever used in this Contract have the following meanings:

- a. "Applicable Law" means the Laws and any other Instruments having the Force of Law in India, as they may be issued and in force from time to time.
- b. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the Documents listed in Clause 1 of such signed Contract.
- c. "Effective Date" means the Date on which this Contract comes into Force and Effect pursuant to Clause 2.1 of GC.
- d. "Contract Price" means the Price to be paid for the Performance of the Services, in accordance with Clause 6 of GC.
- e. "GC" means the General Conditions of Contract.
- f. "Government" means the Government of Karnataka.
- g. "Local Currency" means Indian Rupees.
- h. "Member", in case the Consultant consists of a Joint Venture of more than one Entity, means any of these Entities, and "Members" means all of these Entities; 'Member in Charge' means the Entity specified in the SC to act on their behalf in exercising all the Consultant's Right and Obligations towards the Employer under this Contract.
- i. "Party" means the Employer or the Consultant, as the case may be, and Parties means both of them.
- j. "Personnel" means Persons hired by the Consultant or by any Sub Consultant as Employees and assigned to the Performance of the Services or any part thereof; and 'Key Personnel' means the Personnel referred to in Clause 4.2 (a) of GC.
- k. "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented.
- l. "Services" means the Work to be performed by the Consultants pursuant to this Contract as described in Appendix A.
- m. "Sub Consultant" means any Entity to which the Consultant subcontracts any Part of the Services in accordance with the provisions of Clauses 3.5 and 4.
- n. "Third party" means any Person or Entity other than the Government, the Employer, the Consultant, or a Sub Consultant.

1.2 Law Governing the Contract

This Contract, its Meaning and Interpretation, and the Relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in English Language, which shall be the Binding and Controlling Language for all Matters relating to the Meaning or Interpretation of the Contract.

1.4 Notices

Any Notice, Request or Consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or fax to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such Locations as are specified in Appendix A and when the Location of a Particular Task is not specified, the Employer may approve such Locations whether in Karnataka or elsewhere.

1.6 Authorized Representatives

Any Action required or permitted to be taken, any Document required or permitted to be executed, under this Contract by the Employer or the Consultant may be taken or executed by the Officials specified in the SC.

1.7 Taxes and Duties

The Consultant, Sub consultant and their Personnel shall pay such Taxes, Duties, Fees and other Impositions as may be levied under the Applicable Law, the Amount of which is deemed to have been included in the Contract Price.

2.0 Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into Effect either on the Date when the Contract is signed by both the Parties or on such other Date as may be stated in the SC.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services within seven (7) days after the Date the Contract becomes Effective, or at such other Date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the Terms and Conditions of this Contract, including any Modification of the Scope of the Services or of the Contract Price, may only be made by Written Agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, “Force Majeure” means an Event which is beyond the reasonable Control of a Party, and which makes a Party’s Performance of its Obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The Failure of a Party to fulfill any of its Obligations under the Contract shall not be considered to be a Breach of, or Default under this Contract so far as such Inability arises from an Event of Force Majeure, provided that the Party affected by such an event (a) has taken all Reasonable Precautions, Due Care and Reasonable Alternative Measures in order to carry out the Terms and Conditions of this Contract, and (b) has informed the other Party as soon as possible about the Occurrence of such an Event.

2.5.3 Extension of Time

Any Period, within which a Party shall, pursuant to this Contract, complete any Action or Task, shall be extended for a Period equal to the time during which such Party was unable to perform such Action as a Result of Force Majeure.

2.5.4 Payments

During the Period of their Inability to Perform the Services as a Result of an Event of Force Majeure, the Consultant shall be entitled to continue to be paid under the Terms of this Contract, as well as to be reimbursed for Additional Costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Suspension

The Employer may by Written Notice of Suspension to the Consultants, suspend all Payments to the Consultant hereunder if the Consultant fail to perform any of his Obligations under this Contract, including the carrying out of the Services, provided that such Notice of Suspension (i) shall specify the Nature of the Failure, and (ii) shall request the

Consultant to remedy such Failure within a period not exceeding thirty (30) days after receipt by the Consultant of such Notice of Suspension.

2.7 Termination

2.7.1 By the Employer

The Employer may terminate this Contract, by not less than thirty (30) days' Written Notice of Termination to the Consultants, to be given after the Occurrence of any of the Events specified in Paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days in the case of the Event referred to in (e).

- a. If the Consultant does not remedy a Failure in the Performance of his Obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Employer may have subsequently approved in writing.
- b. If the Consultant (or any of their Members) becomes insolvent or bankrupt.
- c. If, as the result of Force Majeure, the Consultant is unable to perform a Material Portion of the Services for a period of not less than sixty (60) days ; or
- d. If the Consultant, in the Judgment of the Employer has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract.

For the purpose of this Clause

- i. "Corrupt Practice" means the Offering, Giving, Receiving or Soliciting of anything of value to influence the Action of a Public official in the selection process or in contract execution.
 - ii. "Fraudulent Practice" means a Misrepresentation of Facts in order to influence a Selection Process or the Execution of a Contract to the detriment of the Employer, and includes Collusive Practice among Consultants (prior to or after Submission of Proposals) designed to establish Prices at Artificial, Non Competitive Levels and to deprive the Employer of the Benefits of Free and Open Competition.
- e. If the Employer, in its sole discretion and for any Reason whatsoever, decides to terminate this Contract.

2.7.2 By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' Written Notice to the Employer, such Notice to be given after the

Occurrence of any of the Events specified in Paragraphs (a) through (c) of this Clause 2.7.2.

- a. If the Employer fails to pay any monies due to the Consultant pursuant to this Contract and not subject to Dispute pursuant to Clause 7.0 hereof within forty five (45) days after receiving Written Notice from the Consultant that such Payment is overdue.
- b. If the Employer is in Material Breach of its Obligations pursuant to this Contract and has not remedied the same within forty five (45) days (or such longer period as the Consultant may have subsequently approved in Writing) following the Receipt by the Employer of the Consultant's Notice specifying such Breach.
- c. If, as the Result of Force Majeure, the Consultant is unable to perform a Material Portion of the Services for a Period of not less than sixty (60) days.

2.7.3 Cessation of Rights and Obligations

Upon Termination of this Contract pursuant to Clause 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all Rights and Obligations of the Parties hereunder shall cease except

- i. Such Rights and Obligations as may have occurred on the Date of Termination or Expiration.
- ii. The Obligation of Confidentiality set forth in Clause GC 3.3 hereof.
- iii. Any Right which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

Upon Termination of this Contract by Notice of either Party to the other pursuant to Clause GC 2.7.1 or GC 2.7.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all Necessary Steps to bring the Services to a close in a prompt and orderly manner and shall make every Reasonable Effort to keep Expenditures for this purpose to a minimum. With respect to Documents prepared by the Consultant and Equipment and Materials furnished by the Employer, the Consultant shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

2.7.5 Payment upon Termination

Upon Termination of this Contract pursuant to Clauses 2.7.1 and 2.7.2, the Employer shall make the following payments to the Consultant.

- a. Remuneration pursuant to Clause 6.0 for Services satisfactorily performed prior to the Effective Date of Termination.
- b. Except in the case of Termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, Reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3.0 Obligations of the Consultant

3.1 General

The Consultant shall perform the Services and carry out his Obligations hereunder with all due Diligence, Efficiency and Economy, in accordance

with generally accepted Professional Techniques and Practices, and shall observe Sound Management Practices, and employ Appropriate Advanced Technology and Safe Methods. The Consultant shall always act, in respect of any Matter relating to this Contract or to the Services, as Faithful Advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub Consultants or Third Parties.

3.2 Conflict of Interests

3.2.1 Consultant not to benefit from Commissions, Discounts, etc.

The Remuneration of the Consultant pursuant to Clause 6.0 shall constitute the Consultant's Sole Remuneration in connection with this Contract or the Services, and the Consultant shall not accept for his own benefit any Trade Commission, Discount or similar Payment in connection with Activities pursuant to this Contract or to the Services or in the Discharge of their Obligations under the Contract, and the Consultants shall use their best Efforts to ensure that the Personnel, any Sub Consultants, and Agents of either of them, similarly shall not receive any such Additional Remuneration.

3.2.2 Procurement Rules of Funding Agencies

If the Consultant, as part of the Services, have the Responsibility of advising the Employer on the Procurement of Goods, Works or Services, the Consultant shall comply with any Applicable Procurement Guidelines of the Funding Agencies and shall at all times exercise such Responsibility in the best interest of the Employer. Any Discounts or Commissions obtained by the Consultant in the exercise of such Procurement Responsibility shall be for the Account of the Employer.

3.2.3 Consultant and Affiliates not to engage in certain Activities

The Consultant agrees that, during the Term of this Contract and after its Termination, the Consultant and his Affiliates, as well as any Sub Consultant and any of its Affiliates, shall be disqualified from providing Goods, Works or Services (other than the Services and any Continuation thereof) for any Project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities

Neither the Consultant nor his Sub Consultants nor the Personnel shall engage, either directly or indirectly, in any of the following Activities.

- a. During the Term of this Contract, any Business or Professional Activities in the Government's Country which would conflict with the Activities assigned to him under this Contract; or
- b. After the Termination of this Contract, such other Activities as may be specified in the SC.

3.3 Confidentiality

The Consultant, his Sub Consultants, and the Personnel of either of them shall not, either during the Term or within two (2) years after the Expiration of this Contract, disclose any Proprietary or Confidential

Information relating to the Project, the Services, this Contract, or the Employer's Business or Operations without the Prior Written Consent of the Employer.

3.4 Insurance to be taken out by the Consultant

The Consultants (a) shall take out and maintain, and shall cause any Sub Consultants to take out and maintain at their (or the Sub Consultant's, as the case may be) own cost but on terms and conditions approved by the Employer, Insurance against the Risks, and for the Coverage, as shall be specified in the SC; and (b) at the Employer's Request, shall provide evidence to the Employer showing that such Insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions requiring Employer's Prior Approval

The Consultant shall obtain the Employer's Prior approval in Writing before taking any of the following Actions.

- a. Entering into a Subcontract for the Performance of any Part of the Services, it being understood (i) that the Selection of the Sub Consultant and the Terms and Conditions of the Subcontract shall have been approved in Writing by the Employer prior to the Execution of the Subcontract, and (ii) that the Consultant shall remain fully Liable for the Performance of the Services by the Sub Consultant and its Personnel pursuant to this Contract.
- b. Appointing such Members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub Consultants"), and
- c. Any other Action that may be specified in the SC.

3.6 Reporting Obligations

The Consultant shall submit to the Employer the Reports and Documents specified in Appendix B in the Form, in the Numbers, and within the Periods set forth in the said Appendix.

3.7 Documents prepared by the Consultant to be the Property of the Employer

All Plans, Drawings, Specifications, Designs, Reports and other Documents and Software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the Property of the Employer, and the Consultant shall, not later than upon Termination or Expiration of this Contract, deliver all such Documents and Software to the Employer, together with a Detailed Inventory thereof. The Consultant may retain a Copy of such Documents and Software. Restrictions about the future use of these Documents, if any, shall be specified in the SC.

3.8 Equipment and Materials furnished by the Employer

Equipment and Materials made available to the Consultant by the Employer or purchased by the Consultant with Funds provided by the Employer shall be the property of the Employer and shall be marked accordingly. Upon Termination or Expiration of this Contract, the Consultant shall make available to the Employer in accordance with the

Employer's Instructions. While in possession of such Equipment and Materials, the Consultant, unless otherwise instructed by the Employer in writing, shall insure them at the Expense of the Employer in an amount equal to their Replacement Value.

4.0 Consultant's Personnel and Sub Consultants

4.1 Description of Personnel

The Titles, Agreed Job Descriptions, Minimum Qualifications and Estimated Periods of Engagement in carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub Consultants listed by Title as well as by Name in Appendix C are hereby approved by the Employer.

Removal and / or Replacement of Personnel

- a. Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If for any Reason beyond the Reasonable Control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall forthwith provide as a Replacement a Person of Equivalent or Better Qualifications.
- b. If the Employer finds that any of the Personnel have (i) committed Serious Misconduct or has been charged with having committed a Criminal Action, or (ii) have Reasonable Cause to be dissatisfied with the Performance of any of the Personnel, then the Consultant shall, at the Employer's Written Request specifying the Grounds therefore, forthwith provide as a Replacement a person with Qualifications and Experience acceptable to the Employer.
- c. The Consultant shall have no Claim for Additional Costs arising out of or incidental to any Removal and / or Replacement of Personnel.

5.0 Obligations of the Employer

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Employer shall use its best efforts to ensure that the Government shall

- a. Issue to Officials, Agents and Representatives of the Government all such Instructions as may be Necessary or Appropriate for the Prompt and Effective Implementation of the Services.
- b. Assist the Consultant and the Personnel and any Sub consultants employed by the Consultants for the Services from any Requirement to register or obtain any Permit to practice their Profession or to establish themselves either individually or as a Corporate Entity according to the Applicable Law.
- c. Provide to the Consultant, Sub Consultants and Personnel any such other Assistance as may be specified in the SC.

5.2 Services and Facilities

The Employer shall make available to the Consultant and its Personnel, for the Purposes of the Services and Free of any Charge, the Services, Facilities and Property described in Appendix D at the time and in the manner specified in said Appendix D, provided that if such Services, Facilities and Property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any Time Extension that it may be appropriate to grant to the Consultant for the Performance of the Services, (ii) the Manner in which the Consultant shall procure any such Services, Facilities and Property from other Sources, and (iii) the Additional Payments, if any, to be made to the Consultants as a result thereof.

6.0 Payment to the Consultant

6.1 Lump Sum Remuneration

The Consultant's Total Remuneration shall not exceed the Contract Price and shall be a Fixed Lump Sum including all Staff Costs, Sub Consultants' Costs, Printing, Communications, Travel, Accommodation, and the like, and all other Costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to Additional Payments in accordance with Clause 2.4.

6.2 Contract Price

The Contract Price is set forth in the SC.

6.3 Payment for Additional Services

For the Purpose of Determining the Remuneration due for Additional Services as may be agreed under Clause 2.4, a Breakdown of the Lump Sum Price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payment will be made to the Account of the Consultant and according to the Payment Schedule stated in the SC unless otherwise stated in the SC, the First Payment shall be made against the provision by the Consultant of a Bank Guarantee for the same amount, and shall be valid for the Period stated in the SC. Any other Payment shall be made after the Conditions listed in the SC for such Payment have been met, and the Consultant has submitted an Invoice to the Employer specifying the amount due.

6.5 Interest on Delayed Payments

Deleted.

7.0 Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all Disputes arising out of or in connection with this Contract or its Interpretation.

7.2 Dispute Settlement

Any Dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after Receipt by one Party of the other Party's request for such Amicable Settlement may be submitted by either party for Settlement in accordance with the Provisions specified in the SC.

III. Special Conditions of Contract

The following Special Conditions of Contract (SC) shall supplement the General Conditions of Contract (GC). Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

- GC Clause 1.4 (Notices): Address for notices to the Employer – Executive Engineer, -TEC Division Zone1, BECC Building Hoodi Main Road Hoodi Bengaluru East City Corporation, Bengaluru-48.
- GC Clause 2.1 (Effectiveness of Contract): This Contract shall come into effect on the date of issue of the Letter of Award / signing of the Agreement, whichever is earlier.
- GC Clause 2.2 (Commencement of Services): The Consultant shall commence the Services within 7 days of the Effective Date.
- GC Clause 2.3 (Expiration of Contract): This Contract shall remain valid until submission and approval of the Final DPR, including tender documents, or such period as may be agreed at Negotiations.
- GC Clause 3.4 (Insurance): The Consultant shall maintain, at its own cost, insurance covering its Personnel, equipment and third-party liability, for the duration of the Assignment.
- GC Clause 6.4 (Payment Schedule): Payments shall be made as follows:
 - 1) 20% of Contract Price on submission and approval of the Inception Report;
 - 2) 20% of Contract Price on submission of the Traffic Studies, Topographical Survey and Utility Mapping Report;
 - 3) 25% of Contract Price on submission and approval of Draft Junction Improvement and Urban Beautification Designs;
 - 4) 25% of Contract Price on submission of the Draft DPR;
 - 5) 5% of Contract Price on approval of the Final DPR;
 - 6) 5% of Contract Price on submission of the approved tender documents. Payments shall be made within 60 days of receipt of the invoice.
- GC Clause 7.2 (Disputes): Disputes shall be settled by Arbitration in accordance with the Arbitration and Conciliation Act, 1996, seated at Bengaluru. Where the dispute concerns a technical matter, the Parties may appoint a Sole Arbitrator by agreement; failing such agreement, a Sole Arbitrator or Arbitration Panel of three Arbitrators shall be constituted as per the Act.
- Penalty for Delay: In the event of shortfall in progress attributable to the Consultant, reviewed every fortnight, the Consultant shall be liable to a penalty of one percent (1%) of the total Fee for every fortnight of delay, subject to a maximum of ten percent (10%) of the total Fee.
- Extension of Time: If the project period is extended beyond the stipulated time frame for reasons attributable to the Employer or Force

Majeure, no extra consultancy charges shall ordinarily be payable except as may be agreed in writing.

IV. Appendices

Appendix A: Description of the Services

[To be finalised at Contract Negotiations. Shall include the detailed description of the Services set out in Section 5 (Terms of Reference), the dates for completion of each task, and the place of performance for each task – i.e. the 10 junctions listed in Section 5.2, and 's office of the Employer.]

Appendix B: Reporting Requirements

[As per the Reports and Time Schedule set out in Section 5.5 of the Terms of Reference, to be finalised at Contract Negotiations.]

Appendix C: Key Personnel and Sub-Consultants

C-1: Titles (and names, if available), detailed job descriptions, minimum qualifications and experience of Key Personnel to be assigned, and staff-months for each, as per Section 5.6 of the Terms of Reference.

C-2: List of approved Sub-Consultants, if any, with corresponding information as in C-1.

Appendix D: Services and Facilities to be Provided by the Employer

[List of Services, facilities and property, if any, to be made available to the Consultant by , to be finalised at Contract Negotiations.]

Appendix E: Breakdown of Contract Price in Indian Rupees

[As per Form 4C of the Financial Proposal, listing (1) monthly rates for Personnel and (2) reimbursable expenditure. This Appendix shall be used exclusively for determining remuneration for Additional Services.]

Appendix F: Format of Bank Guarantee for Performance Security

(Clause 9 of Information to Consultants; to be stamped in accordance with the applicable Stamp Act, if any)

Ref: Bank Guarantee: _____ Date: _____

To

The Commissioner
Bengaluru East City Corporation
Bengaluru

WHEREAS _____ [Name and address of Consultant] (hereinafter called "the Consultant") has undertaken, in pursuance of Contract No. _____ dated _____, to provide Services on the terms and conditions set forth in that Contract, namely "Consultancy Services for Preparation of a Detailed Project Report (DPR) for Smart Mobility Junction Improvement and Urban Beautification Works along Selected Arterial Roads and Sub-Arterial Roads in Mahadevapura Zone, " (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Consultant shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with its obligations under the Contract;

AND WHEREAS we have agreed to give the Consultant such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultant, up to a total of _____ [Amount of Guarantee] _____ [in words], such sum being payable in the manner in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limit of _____ [Amount of Guarantee] as aforesaid, without your needing to prove or show grounds or reasons for your demand.

We further agree that no change, addition, or other modification of the terms of the Contract or of the Services to be performed thereunder, or of any of the Contract Documents, shall in any way release us from any liability under this guarantee, and we waive notice of any such change, addition or modification.

This guarantee shall be valid for a period of _____ months, i.e. up to 3 months beyond the expiry of the Defect Liability / Assignment Completion Period of _____ months, unless a claim or demand in writing is made upon us on or before that date, after which all our liability under this guarantee shall cease.

Signature and Seal of the Guarantor: _____

In presence of: _____

Name and Designation: _____

Name of the Bank: _____

Address: _____

Date: _____